

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



April 3, 2007

Advice Letter 2842-E

Rose de la Torre
Pacific Gas & Electric
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

Subject: Second Amendment to Agreement Between Port of Oakland, PG&E,
U.S. Navy and East Bay Municipal Utility District Regarding 115 kV
POON Line (G.O. 96-A, Section X.B.)

Dear Ms. de la Torre:

Advice Letter 2842-E is effective June 9, 2006. A copy of the advice letter is returned herewith for your records.

Sincerely,

Sean H. Gallagher, Director
Energy Division

REGULATORY RELATIONS	
M Brown	Tariffs Section
R Dela Torre	D Poster
B Lam	M Hughes
APR 16 2007	
Return to _____	Records File _____
cc. to _____	



Brian K. Cherry
Senior Director
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

415.973.4977
Internal: 223.4977
Fax: 415.973.7226
Internet: BKC7@pge.com

June 9, 2006

Advice 2842-E

(Pacific Gas and Electric Company ID U39 E)

Subject: Second Amendment to Agreement Between Port of Oakland, Pacific Gas and Electric Company, United States Navy and East Bay Municipal Utility District Regarding 115 KV POON Line (G.O. 96-A, Section X.B.)

Public Utilities Commission of the State of California:

In accordance with Section X.B. of General Order 96-A, Pacific Gas and Electric Company (PG&E) hereby submits to the California Public Utilities Commission (CPUC or Commission) the "Second Amendment to Agreement Between the Navy, the Port and PG&E for Installation and Allocation of Special Facilities" ("Agreement").¹

In the proposed Agreement filed herein, PG&E, the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"), the United States Government, Department of the Navy ("Navy"), and the East Bay Municipal Utility District ("EBMUD") re-allocate POON Line capacity among the parties as a result of closure of military bases (such as the Naval Station at Treasure Island), changes in EBMUD's development plans, the Port's growth, and PG&E's need to provide transmission level service to a retail customer in the area.

Background

The Port of Oakland/Navy 115 KV transmission line (POON Line) runs for nearly three miles over Port property, from PG&E's Substation C in Oakland to the Port's Davis and Cuthbertson Substations, which are located adjacent to each other on Port property. A map of the Port area showing the POON Line can be found in the filing for Advice 2761-E.

PG&E constructed the POON Line in 1992 pursuant to a negotiated Rule 2 special

¹ PG&E filed an Interim Agreement with the Port of Oakland through PG&E Advice 2761-E on December 21, 2005. The Interim Agreement is currently pending before the CPUC. The parties extended the period of the Interim Agreement to March 31, 2006 and further extended the period of the Interim Agreement to June 15, 2006, as permitted by the terms of that agreement.

facilities agreement among PG&E, the Port, and the Navy.² The Port has used its capacity on the POON Line for some of its load, and the Navy used its share of the capacity to serve the Fleet Industrial Supply Center, Oakland (FISCO), the Oakland Army Base, and the Naval Station at Treasure Island.

In 1995, EBMUD anticipated building a new wastewater treatment plant, and sought to procure capacity on the POON Line to serve this plant. The Port, the Navy, and PG&E amended the POON Agreement to make EBMUD a party with an allocation of the POON Line capacity. PG&E filed the amendment with the Commission on October 17, 1995, in Advice Letter 1541-E pursuant to General Order 96-A, Section X.B.³

As discussed in greater detail in Advice 2761-E, the parties have agreed to amend the Agreement further to address several issues, including PG&E's intention to use some of the capacity on the POON Line to serve a retail customer, the Navy's closure of its FISCO and Treasure Island Naval Station (in addition to no longer serving the Oakland Army Base), and changes in EBMUD's development plans. Consequently, the proposed Agreement filed herein: (1) allows EBMUD, at its own request, to withdraw entirely and assign its allocated capacity back to the Port and the Navy; (2) assigns to the Port some of the Navy's resulting capacity allocation on the POON Line with provisions for the Navy to assign the remaining balance to the City and County of San Francisco Treasure Island Redevelopment Authority (CCSF/TIDA); and (3) provides capacity to PG&E in order to serve Schnitzer Steel Industries (Schnitzer), a PG&E retail customer requesting transmission level service.

The Port/PG&E/Navy/EBMUD Agreement

The following is a summary of some of the key terms of the attached Agreement:

- The Port assigns capacity on the POON Line to PG&E for PG&E to provide electric service to Schnitzer;
- PG&E and the Port consent to the Navy's potential future assignment of its capacity on the POON Line to CCSF/TIDA;
- PG&E agrees that for a period of 10 years it will not attempt to enforce any asserted right to use the Port's or the Navy's (or its assignee's) capacity in the Poon Line, though a party may voluntarily make additional POON line capacity available to PG&E;
- EBMUD, at no cost to any of the parties, withdraws from the 1995 Amendment to the 1992 Agreement, and the 1995 Amendment is rescinded and terminated; and
- EBMUD assigns its share of capacity in the POON Line back to the Navy and the Port at no cost.

² PG&E filed that Agreement for Installation and Allocation of Special Facilities (POON Agreement) with the Commission in Advice Letter 1386-E on January 31, 1992. The Commission approved the agreement on March 31, 1992, in Resolution E-3262.

³ Advice Letter 1541-E was approved on November 28, 1995,

This filing will not affect any rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

Effective Date

In accordance with Section X.B. of General Order 96-A, PG&E requests that this filing be effective the date of this filing, which is **June 9, 2006**.

Protests

Anyone wishing to protest this filing may do so by sending a letter by **June 29, 2006**, which is 20 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

CPUC - Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Protests also should be sent by e-mail and facsimile to Mr. Jerry Royer, Energy Division, as shown above, and by U.S. mail to Mr. Royer at the above address.

The protest should be sent via both e-mail and facsimile to PG&E on the same date it is mailed or delivered to the Commission at the address shown below.

Pacific Gas and Electric Company
Attention: Brian Cherry
Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Notice

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and sent via U.S. mail to parties shown on the attached list. Address change requests should also be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can be accessed electronically at:

<http://www.pge.com/tariffs>

Brian K. Cheng

Director - Regulatory Relations

Attachments

Cc: Thomas D. Clark, Port of Oakland

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. Pacific Gas and Electric Company (ID39G)

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Shilpa Ramaiya

Phone #: (415) 973- 3186

E-mail: srrd@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **2842-E**

Subject of AL: Second Amendment to Agreement Between Port of Oakland and Pacific Gas And Electric Company Regarding 115 KV Port of Oakland-Navy (POON) Line

Keywords (choose from CPUC listing): Agreement, Transmission Line

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Resolution Required? Yes No

Requested effective date: **06-09-2006** No. of tariff sheets: N/A

Estimated system annual revenue effect: (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: Agreement, see Advice Letter

Pending advice letters that revise the same tariff sheets: N/A

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Utility Info (including e-mail)
Attn: Brian K. Cherry
Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

¹ Discuss in AL if more space is needed.

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE NAVY, THE PORT, AND PG&E FOR
INSTALLATION AND ALLOCATION OF SPECIAL FACILITIES**

THIS SECOND AMENDMENT, dated July 5, 2005, solely for purposes of reference, is made by and between the **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public corporation ("EBMUD"), the **CITY OF OAKLAND**, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"), the **UNITED STATES GOVERNMENT**, Department of the Navy ("Navy"), and **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("PG&E") (each a "Party" and collectively the "Parties").

R E C I T A L S

WHEREAS, the Navy, the Port and PG&E entered into that certain "Agreement for Installation and Allocation of Special Facilities", signed on behalf of the Navy on December 17, 1991, signed on behalf of the Port on December 18, 1991, and signed on behalf of PG&E on December 19, 1991, and approved by the California Public Utilities Commission ("CPUC") on March 11, 1992 ("Original Agreement"). In that certain "Amendment to Agreement Between the Navy, the Port, and PG&E For Installation and Allocation of Special Facilities", signed on behalf of the Navy on May 4, 1995, signed on behalf of EBMUD on May 12, 1995, signed on behalf of the Port on July 28, 1995, and signed on behalf on PG&E on September 12, 1995, and approved by the CPUC on November 26, 1995 ("First Amendment"), the Navy, the Port, PG&E and EBMUD subsequently amended the Original Agreement to make EBMUD a party to the Original Agreement on the terms set forth in the First Amendment. Coincidentally with their entering into the First Amendment, EBMUD, the Navy and the Port also entered into that certain "Agreement For Reimbursing The Department Of The Navy And Port Of Oakland For A Prorated Share of Donated Easements And Costs For Relocating Outside Lighting Associated With Constructing the 115 KV Transmission Line Serving The Maritime Substation In Exchange For Joint Use With EBMUD", dated July 31, 1995 ("Navy/Port/EBMUD Reimbursement Agreement"). EBMUD did not make any of the payments to the Navy or the Port provided for in the First Amendment or any of the reimbursement payments to the Navy or the Port provided for in the Navy/Port/EBMUD Reimbursement Agreement. The Port, the Navy and EBMUD have entered into a separate agreement to rescind and terminate the Navy/Port/EBMUD Reimbursement Agreement, subject to occurrence of the Full Effective Date (as defined in Section 1.b below) and this Second Amendment not terminating in accordance with Section 1.c below.

WHEREAS, in accordance with the Original Agreement, PG&E, at a cost previously paid in full by the Port and the Navy, completed all Special Facilities which are described in detail in Exhibit A of the Original Agreement, consisting of construction and installation of certain common improvements at PG&E's Substation C, acquisition of all necessary rights of ways and easements for, and construction and installation of, a common 115 kV electric transmission line ("POON Line") which is owned and operated by PG&E but, in accordance with the Original Agreement, as amended by the First Amendment, all of the capacity in the POON Line is for the use, in combination, by the Navy, the Port and EBMUD, as set forth in the Original Agreement, as amended by the First Amendment. The Navy has used its share of the benefits under the Original Agreement, as amended by the First Amendment, to provide electric power to the former but now closed Fleet and Industrial Supply Center, Oakland ("FISCO"), the former but now closed Oakland Army Base ("OAB") and the former but now operationally closed Naval Station Treasure Island ("Treasure Island"). The Navy in 1999 transferred title to FISCO (including the Navy's 115/12 kv Davis Substation located contiguous to the Port's 115/12 kv Cuthbertson Substation) to the Port. The Department of the Army in 2003 transferred title to most of OAB to the Oakland Base Reuse Authority ("OBRA") (who in turn has transferred and will transfer, substantial portions of OAB to the Port in accordance with its agreement with the Port). The Navy has leased portions of Treasure Island to the City and County of San Francisco Treasure Island Development Authority ("CCSF/TIDA"), has entered into a Cooperative Agreement with CCSF/TIDA under which CCSF/TIDA has interim management and operational control of the electrical system at Treasure Island, and in the future the Navy may transfer title to Treasure Island to CCSF/TIDA. CCSF/TIDA has submitted an Economic Development Conveyance application to the Navy requesting the Navy's transfer of Treasure Island and related utilities, including the electrical system, to CCSF/TIDA.

WHEREAS, the Port has completed redevelopment of the former FISCO into new marine terminal cargo facilities and new intermodal container railroad facilities, and the Port plans soon to redevelop major portions of the OAB into new marine terminal cargo facilities and new intermodal container facilities, all consistently with the port priority use demand projections, plans and policies in the San Francisco Bay Conservation and Development Commission's San Francisco Bay and Seaport Plans, and the Navy is working to transfer title to transferable portions of Treasure Island to CCSF/TIDA or to another transferee or transferees. The Port states that the Port's recent development and future planned developments, at the former FISCO, the former OAB and at other locations within the Oakland harbor area are in response to significant recent and anticipated future increased levels of international maritime commerce and resulting demand for increased marine cargo throughput capacity on the West Coast of the

United States, specifically within California and the San Francisco Bay region.

WHEREAS, EBMUD's 1995 anticipated future requirements for additional electric supply facilities for its main wastewater treatment plant, which was a major reason for EBMUD entering into the First Amendment, have never materialized and, accordingly, no 115 kv electric transmission line was ever constructed to deliver electric power from the POON Line to EBMUD's main wastewater treatment plant, EBMUD never used any capacity in the POON Line, EBMUD never made any of the payments to the Navy or the Port, provided for in the First Amendment or in the Navy/Port/EBMUD Reimbursement Agreement, and EBMUD does not presently need the benefits provided to it under the First Amendment. At the same time, in order for the Port to sustain its existing and planned new developments and operations at the former FISCO and OAB and other Oakland harbor sites, and in order for a Navy transferee or Navy transferees of the former Treasure Island to sustain planned new developments at the former Treasure Island, it is necessary that the Port and the Navy reach agreement with PG&E and EBMUD to rescind the First Amendment and recover from EBMUD the benefits assigned by the Port and the Navy, respectively, to EBMUD under the First Amendment, and make provisions for the use of such benefits by the Port and by the ultimate transferee or transferees of the former Treasure Island. .

WHEREAS, by this Second Amendment the Parties desire to accomplish several objectives: (1) At no cost to any Party, for EBMUD to withdraw as a party to the First Amendment and the Original Agreement as amended by the First Amendment, for the Navy and the Port respectively to agree to accept assignment of all of EBMUD's responsibilities and benefits regarding the common facilities, in the same proportion as the Navy's and the Port's responsibilities and benefits, respectively, were changed from the Original Agreement by the First Amendment, and for PG&E, the Navy, the Port and EBMUD to rescind and terminate the First Amendment; (2) For the Navy to assign its responsibilities and benefits regarding a portion of its share in the capacity of the common facilities under the Original Agreement to the Port, as specified in this Second Amendment, and for the Port to accept such assignment from the Navy; (3) To set forth the agreement among PG&E and the Port for the Navy's expected ultimate assignment of its responsibilities and benefits regarding the remainder of its share in the capacity of such common facilities to a Navy transferee of Treasure Island, and for such assignee to accept such assignment from the Navy; and (4) For the Port to agree to transfer to PG&E, from the responsibilities and benefits it has agreed to accept by such assignment from the Navy to the Port, responsibilities and benefits related to 17 mva of the Port's allocated capacity on the POON Line, and for PG&E to accept such responsibilities and benefits, in order for PG&E to use such 17 mva of capacity to provide electric service to

Schnitzer Steel Industries, Inc. ("Schnitzer") at Schnitzer's site located along the Oakland Inner Harbor Channel and contiguous to Port facilities.

WHEREAS, the Parties acknowledge that some of the Parties may enter into a separate agreement or separate agreements with some of the other Parties or third parties regarding the matters related to the Original Agreement, the First Amendment or this Second Amendment, or some combination thereof, and that such agreement or agreements will be binding only upon the Parties who sign such agreement or agreements and will not be binding upon any Party that does not sign such agreement or agreements.

WHEREAS, upon EBMUD's withdrawal from, and the Navy and the Port's respective acceptance of an assignment of EBMUD's responsibilities and benefits under the Original Agreement, as amended by the First Amendment, and the Navy's assignment of its responsibilities and benefits under the Original Agreement, as amended by the First Amendment, regarding a portion of its share in the capacity of the common facilities under the Original Agreement to the Port and the Port's acceptance of such assignment, and the Port's assignment to PG&E of 17 mva of capacity in the POON Line, all in accordance with this Second Amendment, the percentage of the capacity in the common facilities (including the POON Line) under the Original Agreement, as amended by this Second Amendment, and in the responsibilities and benefits regarding such common facilities, will be respectively 57.63% for the Port, 23.88% for the Navy and 18.49% for PG&E.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Effective Date and Term:**

a. This Second Amendment will become effective, solely for the limited purposes under Section 1.c below, only after it is duly executed (including execution by each Party's legal counsel on the signature pages of this Second Amendment) and delivered by each Party to the other Parties.

b. Subject to this Second Amendment becoming effective for the limited purpose described above in Section 1.a, and provided that this Second Amendment has not terminated by election of a Party under Section 1.c below, this Second Amendment will become effective for all other purposes when the CPUC, without any change, modification or condition (except such as may be approved in writing by each Party), accepts this Second Amendment and this Second Amendment becomes fully and unconditionally final, binding and effective with respect to all Parties ("Full Effective Date").

c. PG&E agrees that promptly after this Second Amendment becomes effective for the limited purpose provided in Section 1.a above, PG&E will file this Second Amendment with the CPUC and request that the CPUC accept it. No Party shall be obligated in order for PG&E to make such a filing and request, or to obtain CPUC's acceptance, to agree to any change, modification or condition in or to this Second Amendment or agree to any other matter that is unacceptable to the Party. The other Parties shall not object to PG&E's request for CPUC acceptance or take any action that unreasonably delays CPUC's acceptance. If the CPUC has not accepted this Second Amendment, consistently with the immediately preceding sentence, by May 26, 2006, any party may terminate this Second Amendment by giving to the other Parties written notice of such termination, provided that such termination shall not be effective if the CPUC has accepted this Second Amendment within 60 days after the notice of termination is given to the other Parties.

d. The term of the Original Agreement, as amended by this Second Amendment, is as provided below in Section 5.e which amends Section 20 of Article I of the Original Agreement.

2. Agreements Relating to EBMUD: EBMUD has no interest in the remainder of this Second Amendment which follows this Section 2 and the Parties intend that nothing in such remainder is for the benefit of or shall be binding as between EBMUD and any other Party; provided, however, that EBMUD agrees that it does not object to PG&E's quitclaim to the Port of PG&E's rights under the easements identified in Sections 4.c.(iii), (iv) and (v) below which PG&E acquired in connection with the PG&E-EBMUD Transmission Line Agreement which is rescinded and terminated under Section 2.g below. PG&E, the Navy, the Port and EBMUD agree that, at no cost to any of such Parties:

a. EBMUD hereby withdraws from the First Amendment and the Original Agreement as amended by the First Agreement.

b. The First Amendment, and each obligation of PG&E, Navy, the Port and EBMUD arising under the First Amendment, is hereby rescinded and terminated.

c. EBMUD's responsibilities and benefits regarding the common facilities under the First Amendment, including EBMUD's share of capacity in the common facilities (including the POON Line), are hereby assigned by EBMUD back to the Navy and the Port at no cost to the Navy or the Port, and the Navy and the Port accept such assignment, with the result that the Navy's and the Port's respective shares of the benefits and responsibilities regarding the common facilities under the Original Agreement (including the POON Line) are the same as such respective shares under the Original Agreement before the Navy and the Port entered into the First Amendment.

d. Neither PG&E, EBMUD, the Port nor the Navy shall owe any of the other Parties any compensation or other payment under the terms of, or as a result of, the First Amendment, and they each release the other Parties from any obligation or responsibility under the First Amendment.

e. EBMUD hereby permanently and unconditionally disclaims and relinquishes any contractual or other right to require the Port, the City of Oakland, OBRA or the Oakland Redevelopment Agency to provide to or for the benefit of EBMUD any easement, license, rights of entry or other similar right for the construction, installation or operation of any electric lines or use of any facilities (collectively, "Easements"), including any Easements to PG&E or EBMUD over the former FISCO or the former OAB, to serve EBMUD's Bay Bridge wastewater treatment plant with electricity, including any electric service involving the Port's Davis Substation or Cuthbertson Substation.

f. At no cost to EBMUD or PG&E, EBMUD hereby withdraws from the 1995 Agreement For Installation And Allocation of 115 KV Transmission Line Facilities From the Maritime Substation to the EBMUD Main Wastewater Treatment Plant between EBMUD and PG&E ("PG&E-EBMUD Transmission Line Agreement"), and EBMUD and PG&E agree that the PG&E-EBMUD Transmission Line Agreement is hereby rescinded and terminated.

g. PG&E agrees to deliver to EBMUD within 10 days after the Full Effective Date the quitclaim deed attached hereto as Exhibit W, executed by PG&E in recordable form, by which PG&E will quitclaim to EBMUD any and all rights under the easement EBMUD granted to PG&E in connection with the PG&E-EBMUD Transmission Line Agreement.

3. Agreements Between PG&E, Navy and Port Relating to Assignments By the Navy: PG&E, the Navy and the Port agree that, at no cost to the Port:

a. As the result of EBMUD's withdrawal from the First Amendment and the Original Agreement as amended by the First Amendment, the rescission and termination of the First Amendment and EBMUD's assignment under Section 2 above, the Navy's share of capacity in the POON Line is 54.26 mva, the same as its allocated share of capacity under Article I of the Original Agreement. From the Navy's share of capacity of 54.26 mva, the Navy hereby assigns to the Port, and the Port accepts the assignment, of 32.3 mva of the Navy's capacity in the POON Line, together with a proportionate share of the Navy's responsibilities and benefits associated with said 32.3 mva regarding the common facilities (including the POON Line) under the Original Agreement. As the result of such assignment, the Port's total capacity in the POON Line is 70 mva (which is the sum of [1] the

Port's 37.70 mva of capacity under the Original Agreement, as result of Section 2 above, and [2] the 32.3 mva of capacity allocated to the Port as a result of the Navy's assignment made above under this Section 3.a).

b. As the result of the Navy's assignment to and acceptance by the Port under Section 3.a above, the capacity in the POON Line that remains for use by the Navy is 21.96 mva. The Navy retains the right, in accordance with this Second Amendment, to assign such remaining 21.96 mva of capacity, together with a proportionate share of the Navy's responsibilities and benefits under the Original Agreement and this Second Amendment associated with said 21.96 mva, to the Navy's ultimate transferee or transferees of Treasure Island. PG&E and the Port each hereby agree that if the Navy's assignee for such 21.96 mva of capacity and associated share of responsibilities and benefits is CCSF/TIDA's, it will consent and not object to the assignment, if CCSF/TIDA duly accepts such assignment in writing in the form attached hereto as Exhibit X or such other form as may be reasonably acceptable to PG&E and the Port, and so long as any required approval of the CPUC is obtained. PG&E and the Port, at no cost to the Port, agree to take whatever reasonable actions may be required to obtain any required approval from the CPUC, provided, that the Port shall not be required to take any actions except execution of reasonable documents confirming its consent to the Navy's assignment to CCSF/TIDA. PG&E and the Port each agree not unreasonably to withhold its consent to the Navy's assignment to an assignee other than CCSF/TIDA.

c. PG&E agrees that for a period of 10 years after the Full Effective Date it will not commence any administrative or legal proceeding before any court or administrative tribunal, including the CPUC or the Federal Energy Regulatory Commission, or take any other action that seeks any declaration or enforcement of any asserted right by PG&E to use, or that results in any use of, the Navy's (including its assignee's) capacity in the POON Line under the Original Agreement, as amended by this Second Amendment, in order to serve any person except that nothing herein will prohibit any Party from voluntarily making capacity available on the POON Line for PG&E to serve any person, including PG&E increasing service to the Schnitzer Site.

4. Agreements Between PG&E and the Port (PG&E Service to Schnitzer Site; Easements and Quitclaims):

a. The Port hereby assigns to PG&E, from the 32.2 mva of capacity allocated to the Port by the Navy under Section 3.a above, 17 mva of capacity in the POON Line, together with a proportionate share of the Port's responsibilities and benefits regarding the common facilities under the Original Agreement as amended by this Second

Amendment and associated with the 17 mva, in order for PG&E to provide electric service to Schnitzer at the property described in the easement attached hereto as Exhibit Y-2 ("Schnitzer Site"). PG&E hereby accepts said assignment. In the event that, during the first 10 years from and after the Full Effective Date, PG&E ceases providing electric service to the Schnitzer Site from the POON Line for a continuous period in excess of 12 months, or if after said 10-year period PG&E ceases providing electric service to the Schnitzer Site from the POON Line for a continuous period in excess of 15 months, the Port may elect to have the 17 mva of capacity in the POON Line, together with the share of PG&E's responsibilities and benefits regarding such common facilities which is associated with the 17 mva, reassigned by PG&E to the Port; provided, however, that for any such 12-month period during the first 10 years from and after the Full Effective Date, the Port may elect to have such capacity reassigned to the Port only if PG&E determines that there is no foreseeable use of PG&E's facilities which serve the Schnitzer Site from the POON Line. PG&E agrees, within 30 days after written request from the Port to PG&E to make such a determination of no foreseeable use or foreseeable use. Any such PG&E written determination of foreseeable use shall be reasonable, and, should PG&E determine there is a foreseeable use, shall include the specific facts PG&E relies upon in determining that there is a foreseeable use. The Port's election shall be by written notice from the Port to PG&E. The Port shall compensate PG&E \$381,930 for such reassignment. The Parties agree to execute such reasonable documents as may be requested by the Port to confirm the reassignment from PG&E to the Port, and to conform the Original Agreement, as amended by this Second Amendment, to the increase in the Port's share of the mva of the POON Line and of the responsibilities and benefits regarding such common facilities which is associated with the 17 mva. The reassignment shall be subject to any required approval from the CPUC. PG&E and the Navy, at no cost to the Navy, agree to take whatever reasonable actions may be required to obtain such approval from the CPUC, provided, that the Navy shall not be required to take any actions except execution of such reasonable documents confirming the reassignment and conforming the Original Agreement and this Second Amendment, to such reassignment.

b. The Port agrees to deliver to PG&E within 10 days after the Full Effective Date each of the following documents executed in recordable form: (i) The easement attached hereto as Exhibit Y-1, which is an easement over Port land for PG&E's modification to the POON Line made by PG&E in order to tap into the POON Line to provide electric service to the Schnitzer Site, for the tap line PG&E has installed between the POON Line and the Schnitzer Site for such service; and (ii) The easement attached hereto as Exhibit Y-2, which is an easement that will replace the existing easement from the Navy over former FISCO for the POON Line and an easement for the T-1 line necessary for PG&E to provide service to the Schnitzer Site. Under

that certain "Interim Agreement Between Port of Oakland And Pacific Gas And Electric Company Regarding 115kv POON Line" dated July 5, 2005, between the Port and PG&E ("Port-PG&E Interim Agreement"), the Port granted PG&E permission to modify the POON Line and install a tap electric line from the POON Line to the Schnitzer Site, subject to the requirement on the part of PG&E to restore the Port's property to its original condition if the Full Effective Date for this Second Amendment did not occur.

c. PG&E agrees to deliver to the Port within 10 days after the Full Effective Date each of the following documents executed in recordable form: (i) The quitclaim deed attached hereto as Exhibit Z-1, by which PG&E will quitclaim to the Port any and all rights under the easement the Union Pacific Railroad Company granted to PG&E, to the extent such rights pertain to property from which PG&E has relocated the POON Line in order for PG&E to provide electric service to the Schnitzer Site; (ii) The quitclaim deed attached hereto as Exhibit Z-2, by which PG&E will quitclaim to the Port any and all rights under the easement the Navy granted to PG&E for the portion of the POON Line located on property within the former FISCO, in consideration for the Port's grant to PG&E of the easement attached hereto as Exhibit Y-3; (iii) The quitclaim deed attached hereto as Exhibit Z-3, by which PG&E will quitclaim to the Port any and all rights under the easement the Navy granted to PG&E to construct a transmission line, partly over the former FISCO, to EBMUD's Main Wastewater Treatment Plant under the PG&E-EBMUD Transmission Line Agreement which has been rescinded and terminated under Section 2.g above; (iv) The quitclaim deed attached hereto as Exhibit Z-4, by which PG&E will quitclaim to the Port any and all rights under the easement the Army granted to PG&E for PG&E to construct a transmission line, partly over the former OAB, to EBMUD's Main Wastewater Treatment Plant under the PG&E-EBMUD Transmission Line Agreement which has been rescinded and terminated under Section 2.g. above; and (v) The quitclaim deed attached hereto as Exhibit Z-5, by which PG&E will quitclaim to the Port any and all rights under the easement that Southern Pacific Transportation Company ("SPTC") transferred to PG&E for PG&E to construction a transmission line, partly over SPTC's land adjacent to the former OAB, to EBMUD's Main Wastewater Treatment Plant under the PGE-EBMUD Transmission Line Agreement which has been rescinded and terminated under Section 2.g. above.

d. A dispute has arisen between the Port and PG&E concerning the appropriate interpretation and application of the Original Agreement and the First Amendment. The dispute includes (without limitation) whether or not PG&E has a right to acquire or use any of the capacity of the POON Line for serving a third party or otherwise and, if PG&E acquires such capacity, what compensation the Port is entitled to on account of such acquisition. The Port-PG&E Interim Agreement, this Second Amendment and a separate Port-

Schnitzer agreement dated July 5, 2005 ("Port-Schnitzer POON Line Agreement") comprise a compromise and settlement of the dispute between the Port and PG&E so far as concerns PG&E providing electric service to the Schnitzer Site. The Port and PG&E each acknowledge and agree that nothing contained in the Port-PG&E Interim Agreement, this Second Amendment (including, without limitation, Exhibit C or Exhibit D attached hereto and the revisions to Section 2.6 of the Original Agreement made by Section 5.c of this Agreement) or any separate Port-Schnitzer agreement: (i) Constitutes a compromise or settlement of the dispute as between the Port and PG&E with respect to PG&E acquiring or using any of the capacity of the POON Line for serving a third party or otherwise, except solely PG&E's acquisition of the 17 mva to serve the Schnitzer Site under Section 4.a above; or (ii) May be construed as, constitutes or may be asserted by any Party as an admission or as evidence regarding the right, or lack of right, on the part of PG&E, to acquire any capacity rights in the POON Line to serve third parties or otherwise, regarding the compensation to which the Port may be entitled for PG&E's acquisition of any capacity in the POON Line, or regarding PG&E's or any other party's rights to use any Port property for purposes of PG&E or any other entity or person serving any person or entity electricity from the POON Line, except solely PG&E's providing electric service to the Schnitzer Site under the Port-PG&E Interim Agreement or this Second Amendment and except for the separate Port-Schnitzer agreements relating to Schnitzer's or its successors' or assigns' activities associated with the use of electric power provided by PG&E to the Schnitzer Site from the POON Line.

e. The Port and PG&E hereby agree that: (i) They have compromised and settled their dispute, as between the Port and PG&E, solely with respect to PG&E's acquisition from the Port of 17 mva of capacity in the POON Line for PG&E to provide electric service to the Schnitzer Site, together with the related responsibilities and benefits (as provided for in Section 4.a above), by entering into, and in accordance with the terms of, the Port-PG&E Interim Agreement and this Second Amendment; and (ii) The Port has obtained through the Port-Schnitzer POON Line Agreement the additional compensation requested by the Port in order to enter into the Port-PG&E Interim Agreement and this Second Amendment with respect to PG&E providing electric service to the Schnitzer Site.

f. PG&E agrees that for a period of 10 years after the Full Effective Date it will not commence any administrative or legal proceeding before any court or administrative tribunal, including the CPUC or the Federal Energy Regulatory Commission, or take any other action that seeks any declaration or enforcement of any asserted right by PG&E to use, or that results in any use of, the Port's capacity in the POON Line under the Original Agreement, as amended by this Second Amendment, in order to serve any person other than service of electric

power for use at the Schnitzer Site in accordance with this Second Amendment, except that nothing herein will prohibit any Party from voluntarily making capacity available on the POON Line for PG&E to serve any person, including PG&E increasing service to the Schnitzer Site.

g. PG&E agrees in accordance with the authorization by Schnitzer in the Port-Schnitzer POON Line Agreement to release to the Port, within 10 days after a Port request, all revenue meter, power monitor and relay data that PG&E keeps in the normal course of business relating to PG&E's service of electric power to Schnitzer from the POON Line. "Normal course of business" includes any investigation PG&E performs of Port claims of interference with the Port's service from the POON Line, including investigations pursuant to PG&E's Rules 2.F.1 and 2.F.3. PG&E agrees to perform an investigation if reasonably requested in writing by the Port because of a reasonable Port claim of suspected interference with the Port's service from the POON Line or if such an investigation is appropriate under PG&E's Rules 2.F.1 and 2.F.3, and to include in such investigation an examination of all relevant meter, power monitor and relay data in the possession or control of PG&E relating to PG&E's service of electric power to Schnitzer from the POON Line.

h. PG&E agrees with respect to its providing electric service to the Schnitzer Site to enforce all of PG&E's rules and regulations that would correct any interference with the Port's use of its share of capacity in the POON Line, including without limitation Rules 2.F.1 and 2.F.3.

5. Amendments to the Original Agreement: In accordance with Section 2.b above, the First Amendment is rescinded and terminated. Subject to the foregoing provisions of this Second Amendment, all provisions of the Original Agreement shall remain in effect except as provided in the amendments to the Original Agreement provided below in this Section 5.

a. Introductory Paragraph. The introductory paragraph is amended to read as follows:

"This Agreement is made by and between the **CITY OF OAKLAND**, a municipal corporation, acting by and through its Board of Port Commissioners (Port), **the UNITED STATES GOVERNMENT**, Department of the Navy (Navy), and **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E). The Port and the Navy are sometimes referred to herein individually as an 'Applicant' and collectively as 'Applicants'. The Port, Navy and PG&E are sometimes referred to herein individually as a 'Party' and collectively as 'Parties'."

b. Article I, Section 1, (Special Facilities): Section 1 of Article I of the Original Agreement is hereby amended to read as follows:

"1. **SPECIAL FACILITIES.** At the request of Applicants, PG&E agrees, as an accommodation, to own, operate, and maintain the transmission facilities necessary to provide the requested redundant supply source at Applicants' expense, for Applicants' use. The capacity of the 115 kV transmission line ("POON Line") (397.5 kcmil aluminum conductor) is 91.96 mva and shall be dedicated for Applicants' use. PG&E shall allocate 57.63% or 53.0 mva of the capacity to the Port, 23.88% or 21.96 mva to the Navy and 17 mva or 18.49% to PG&E. A more detailed description of the facilities (Special Facilities) and approximate locations are shown in Exhibit A."

c. Article I, Section 2 (Allocation Of Charges): Section 2.b of Article I of the Original Agreement is hereby amended to read as follows, and a new Section 2.c is hereby added to read as follows:

"b. In the event the Special Facilities are used by PG&E to serve permanent loads of anyone other than the Port or Navy, and other than loads at the Schnitzer Site (as defined in the 'Second Amendment to Agreement Between the Navy, the Port, and PG&E For Installation and Allocation of Special Facilities' herein the 'Second Amendment') using not more than 17 mva of the POON Line capacity at any instant, the charges shall be recalculated and reimbursed to the Port and the Navy in the manner described in Exhibit C attached to the Second Amendment. The 'Reimbursement' amount shall be allocated as follows: 70.70% to the Port and 29.30% to the Navy. (See Exhibit D attached to the Second Amendment). PG&E acknowledges and agrees that, notwithstanding any other provision of this Agreement (including Exhibits C and D attached to the Second Amendment), PG&E's use of the Special Facilities to serve any loads other than the Port and the Navy (up to the Port's and the Navy's respective shares of capacity in the POON Line) and the Schnitzer Site (using not more than 17 mva of the POON Line capacity at any instant), is subject to Sections 4.d, 4.e and 4.f of the Second Amendment.

"c. Applicants agree that in the event PG&E agrees to an additional tap for any of the Applicants there will not be any reallocation or reimbursement of charges with respect to the Applicants if there is no additional capacity required. Applicants also agree that if any additional tap for an Applicant is a further distance from

Substation C than the original tap, that Applicant is responsible for a reimbursement and reallocation of fees based on the new distance from Substation C."

d. Article I, Section 20, (Effective Date And Term): Section 20 of Article I of the Original Agreement is hereby amended to read as follows:

"This Agreement, as amended by the Second Amendment, shall remain in effect until such time that it is terminated in accordance with Article II, Section 26, Article III, Section 33 or terminated for cause by PG&E. PG&E may terminate for cause on 6 months written notice to the Applicants as follows: (1) The cause for termination shall be the material breach by an Applicant of the Applicant's obligations under this Agreement; (2) PG&E may terminate this Agreement with respect only to an Applicant who has materially breached its obligations under this Agreement; and (3) PG&E may not terminate for cause unless it has first given the Applicant which PG&E asserts has breached its obligations under this Agreement written notice stating in detail the obligation(s) breached by the Applicant and the basis for PG&E assertion that the obligation(s) was/were breached, the Applicant has a reasonable opportunity (but not less than 30 days) to cure the breach or to compensate PG&E for the breach, and the Applicant fails to cure the breach or to compensate PG&E for the breach."

e. Article II, Section 25 (Available Distribution Capacity): Section 25 of Article II of the Original Agreement is hereby amended to read as follows:

"As requested by Port, PG&E agrees to provide available capacity of 9.0 mva in its existing distribution circuits currently feeding the Port's Outer Harbor and Seventh Street Terminals for the normal supply of regular service. The available capacity for the Port is at two service delivery area points: one is for 5.0 mva supplied for crane power to the Port's Outer Harbor area, in the vicinity of Berth 24, on the northerly side of Ferry Street, west of Petroleum Street; the second is for 4.0 mva supplied for crane power to the Seventh Street Terminals."

f. Article II, Section 26 (Breach or Withdrawal of An Applicant's Participation): Section 26 of Article II of the Original Agreement is hereby amended to read as follows:

"Either Applicant may elect to withdraw from participation in this Agreement. In the event one Applicant gives notice to the Parties of its intent to withdraw as a participant under this Agreement, or PG&E has given written notice of termination for cause to the Applicants in accordance with Section 20, PG&E will provide a statement of account to the Applicants showing the balance of the sum of the Advances and the Equivalent One-time Payments and proceed as follows:

"a. If the Navy is the party giving notice, or is the party with respect to whom PG&E has terminated this Agreement, the Port must, at its option, within 90 days of receiving notice, either (1) agree to simultaneously withdraw and terminate this Agreement under the provisions of Section 16, or (2) accept the assignment of the Navy's responsibilities for and benefits in the common facilities under this Agreement at no cost to the Port; or

"b. If the Port is the party giving notice, or is the party with respect to whom PG&E has terminated this Agreement, the Navy must, at its option, within 90 days of receiving notice of withdrawal or termination, either (1) agree to simultaneously withdraw and terminate this Agreement under the provisions of Section 16, or (2) agree to accept the assignment of the Port's responsibilities for and benefits of the common facilities under this Agreement at no cost to the Navy".

g. Article III, Section 31 (Transmission Service Facilities): Section 31 of Article III of the Original Agreement is hereby amended to read as follows:

"31. Navy's Service Delivery Point. The Navy's service delivery point is located on the low voltage (12kV) side of the Port's 115kV Davis Substation and is metered on the 12kV side by the Western Area Power Administration of the United States Department of Energy ('WAPA'). The Port provides transformation services from the POON Line 115kv disconnect switch through the Port's owned transformation to the 12kv metered WAPA termination facility. The Navy owns the 12kv cable facilities leaving the circuit breaker that feeds Treasure Island from the Davis Substation. Except for PG&E's responsibilities for PG&E's protective equipment, its associated communication equipment, and the transfer trip communications wiring to the Port's protective equipment, PG&E has no responsibility beyond where PG&E's 115 KV conductors connect to the line side of

the Port's 115 KV disconnect switch that is located in the Port's Davis Substation."

h. Article III, Section 32 (Reserve Distribution Capacity): Section 32 of Article III of the Original Agreement is hereby deleted in its entirety.

i. Article III, Section 33 (Breach or Withdrawal of An Applicant's Participation): Section 33 of Article III of the Original Agreement is hereby amended to read as follows:

"Either Applicant may elect to withdraw from participation in this Agreement. In the event one Applicant gives notice to the Parties of its intent to withdraw as a participant under this Agreement, or PG&E has given written notice of termination for cause to the Applicant in accordance with Section 20, PG&E will provide a statement of account to the Applicants showing the balance of the sum of the Advances and the Equivalent One-time Payments and proceed as follows:

"a. If the Port is the party giving notice, or is the party with respect to whom PG&E has terminated this Agreement, the Navy must, at its option, within 90 days of receiving notice of withdrawal or termination, either (1) agree to simultaneously withdraw and terminate this Agreement under the provision of Section 16, or (2) agree to accept assignment of the Port's responsibilities for and benefits of the common facilities under this Agreement at no cost to the Navy.

"b. If the Navy is the party giving notice, or is the party with respect to whom PG&E has terminated this Agreement, the Port must, at its option, within 90 days of receiving notice of withdrawal or termination, either (1) agree to simultaneously withdraw and terminate this Agreement under the provisions of Section 16, or (2) agree to accept assignment of the Navy's responsibilities for and benefits in the common facilities under this Agreement at no cost to the Port."

6. Successors: Each of the provisions, agreements, terms, covenants and conditions herein contained to be performed, fulfilled, observed and kept shall be binding upon the successors and assigns of the Parties, and the rights hereunder, and all rights, privileges and benefits arising under this Second Amendment and in favor of a Party shall be available in favor of the successors and assigns thereof, respectively.

Exhibit C to the Original Agreement is hereby replaced with the new Exhibit C attached hereto and incorporated herein.

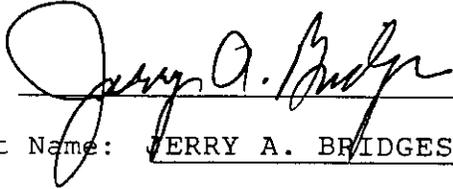
Exhibit D to the Original Agreement is hereby replaced with the new Exhibit D attached hereto and incorporated herein.

CITY OF OAKLAND, acting by and through its Board of Port Commissioners

PORT'S MAILING ADDRESS:

Port of Oakland
P.O. Box 2064
Oakland, CA 94604

By:



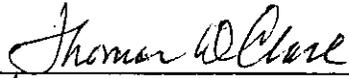
Print Name: JERRY A. BRIDGES

Title: Executive Director

Date: 6/8/06

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL SIGNED BY THE PORT ATTORNEY

Approved as to form and legality this 8th day of June, 2006.


Port Attorney

Port Resolution No. 05190
P.A.A. 06-523

UNITED STATES GOVERNMENT
DEPARTMENT OF THE NAVY

NAVY'S MAILING ADDRESS:

Contracting Officer,
NAVFAC Southwest 1220 Pacific Highway
1220 Pacific Highway
San Diego, CA 92132

By:



Print Name: MARSHA R. DODSON
Contracting Officer

Title: Contracting Officer, Utility and Energy Contracts Team Lead

Date: 5/31/06

EAST BAY MUNICIPAL UTILITY DISTRICT

EBMUD'S MAILING ADDRESS:

By: *Dennis M. Diemer*

EBMUD
P.O. Box 24055
Oakland, CA 94623-1055

Print Name: DENNIS M. DIEMER

Title: General Manager

Date: 6/7/07

Approved, as to Form

By: *Therese J. Samitroy*
Office of the General Counsel

PACIFIC GAS & ELECTRIC COMPANY

PG&E'S MAILING ADDRESS:

By: *Stewart M. Ramsay*

Account Services Manager
3480 Buskirk Avenue
Suite 150
Pleasant Hill, CA 94523

Print Name: Stewart M Ramsay
Title: VP Asset Mgt & Elec Transmission

Date: 5/23/00

Attachments:

- (Exhibit A - Facility Locations - Reference Original Agreement)
- (Exhibit B - Cost Allocations - Reference Original Agreement)
- (Exhibit C - Reallocation Methodology)
- (Exhibit D - Reimbursement Calculations)
- (Electric Rules 2 and 14 - Reference Original Agreement)
- (Exhibit W - PG&E Quitclaim Deed to EBMUD)
- (Exhibit X - Form of Acceptance re Assignment)
- (Exhibit Y-1 - Port's easement to PG&E to replace Navy Easement and T-1 line easement to PG&E for service to Schnitzer)
- (Exhibit Y-2 - Port's easement to PG&E for service to Schnitzer)
- (Exhibit Z-1 - PG&E's Quitclaim Deed to Port re UPRR easement)
- (Exhibit Z-2 - PG&E's Quitclaim Deed to Port re Navy's FISCO easement)
- (Exhibit Z-3 - PG&E's Quitclaim Deed to Port re Navy's FISCO easement for service to EBMUD)
- (Exhibit Z-4 - PG&E's. Quitclaim Deed to Port re Army's easement for service to EBMUD)
- (Exhibit Z-5 - PG&E's Quitclaim Deed to Port re SPRR easement for service to EBMUD)

EXHIBIT C

REALLOCATION METHODOLOGY

Definition of Variables:

- A = Total cost to acquire transmission line rights-of-way.
Includes the cost of permits to construct the line.
- B = Total cost to construct the physical transmission line.
- C = 1/3 of the total cost to close Castro Street.
- D = Total cost to construct facilities at Station C.
- L = Linear distance from Station C in feet to a third-party's facility. The distance is measured along the transmission line route.
- M = Total costs of ownership for the substation work (excludes costs at Maritime Substation).
- N = Total cost of ownership for the transmission line.
- n = Total number of customers on line.
- P = Percentage of total allocated capacity used by the additional customer.
- U = Allocated capacity = 53 mva (Port of Oakland and third-party) + 21.96 mva (U.S. Navy) + 17 mva (PG&E).
- T = Transmission line cost per foot = $\frac{A + B}{2.36 * 5280}$
- S = Total substation costs = C + D

Example 1:

Additional customer is added and no additional capacity is required.

$$\text{Reimbursement} = \frac{(L \times T)}{n} + (P \times S) + \frac{(L \times N)}{2.36 \times 5280 \times n} + (P \times M)$$

Example 2:

Additional customer is added and additional transmission line capacity is required.

$$\text{Reimbursement} = \frac{(L \times A)}{2.36 \times 5280 \times n} + (P \times S) + (P \times M) + \frac{(L \times N \times A)}{2.36 \times 5280 \times n \times (A + B)}$$

Example 3:

Additional customer is added and additional substation capacity at Station C is required.

$$\text{Reimbursement} = \frac{(L \times T)}{N} + \frac{(L \times N)'}{2.36 \times 5280 \times n} + (P \times S) + (P \times M)$$

Example 4:

Additional customer is added and additional substation capacity at Station C as well as additional line capacity are required.

Reimbursement = Same as Example 2.

Note:

The special facilities and costs of ownership associated with the addition of line capacity and station capacity above the original installation are the total responsibility of the customer responsible for necessitating the installation.

EXHIBIT D

ALLOCATION FROM PG&E REIMBURSEMENT

EXHIBIT W

PG&E QUITCLAIM DEED TO EBMUD

62-3111A (REV. 1-90)

AFTER RECORDING, RETURN TO:

East Bay Municipal Utility District
Real Estate Services Division
P.O. Box 24055
Oakland, Ca. 94623-1055
Attention: Stephen Boeri

Location: City/Uninc _____
Recording Fee _____
Document Transfer Tax \$ GIFT
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

(0000-0305-002-3)

QUITCLAIM EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called **PG&E**, hereby quitclaims to **EAST BAY MUNICIPAL UTILITY DISTRICT**, a public corporation organized and existing under the laws of the state of California, or their respective successors in interest, in severalty and upon the same tenure as their respective interests appear of record, the real property, situate in the City of Oakland, County of Alameda, State of California, described as follows:

All of the rights granted by East Bay Municipal Utility District to PG&E in the deed dated February 8, 1996 and recorded on February 16, 1996 as Official Records Series No.96-038773, Alameda County Records.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 20_____.

**PACIFIC GAS AND ELECTRIC
COMPANY**

By _____
Tammie Candelario
Director
Technical Services

EXHIBIT X

FORM OF ASSIGNEE CCSF/TIDA'S ACCEPTANCE
OF OBLIGATIONS UPON ASSIGNMENT

**Assignee CCSF/TIDA's Agreement
to Perform Navy Obligations Under POON Agreement**

The United State Government, Department of the Navy ("Navy") has assigned to the City and County of San Francisco Treasure Island Development Authority ("CCSF/TIDA") all of the Navy's rights and obligations under the Agreement For Installation and Allocation of Special Facilities, between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ["Port"], the Navy and Pacific Gas and Electric Company ["PG&E"], approved by the California Public Utilities Commission on March 11, 1992 ("Original Agreement"), as amended by that certain Second Amendment To Agreement Between The Navy, The Port, and PG&E For Installation And Allocation Of Special Facilities ("Second Amendment") (the Original Agreement and the Second Amendment are herein collectively referred to as the "POON Agreement"). In accordance with Section 15 of the Original Agreement and Section 3.b of the Second Amendment, the undersigned hereby represents and warrants to each of the Port and PG&E that the undersigned is fully authorized on behalf of CCSF/TIDA to sign this agreement on behalf of CCSF/TIDA, and that CCSF/TIDA, in consideration for the Navy's and the Port's consent to such assignment from the Navy to CCSF/TIDA, hereby agrees to accept and to perform all of the obligations of the Navy under the POON Agreement.

CCSF/TIDA

By:

(Signature)

(Print name)

Title:

EXHIBIT Y-1

Port's Easement to PG&E to Replace Navy Easement
and T-1 Line Easement to PG&E for Service to Schnitzer

EXHIBIT Y-1

Pacific Gas & Electric Company
Grant of Easement

PORT OF OAKLAND - OFFICIAL BUSINESS
DOCUMENT REQUIRED TO BE RECORDED
UNDER GOVERNMENT CODE SECTION 37393,
AND ENTITLED TO FREE RECORDATION
UNDER GOVERNMENT CODE SECTION 27383

RECORDED ON BEHALF OF AND
WHEN RECORDED RETURN TO:

David L. Alexander
Port Attorney
Port of Oakland
530 Water Street, 4th Fl.
Oakland, CA 94607

(Space Above For Recorder's Use Only)

GRANT OF EASEMENT

THIS AGREEMENT, dated as of July 5, 2005, is by and between the CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners (herein "Grantor" or "Port") and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (herein "Grantee" or "PG&E").

RECITALS

WHEREAS, Grantor is the owner of certain real property in the Middle Harbor area of the Port of Oakland, hereinafter referred to as the "Real Property" and described in Exhibits "A" and "C" attached hereto and by this reference incorporated herein;

NOW, THEREFORE, it is agreed as follows:

1. Real Property Subject To Grant of Easement: The Real Property subject to the "Line Easement" under Section 4.a(i) of

this Grant of Easement is described in attached Exhibit "A" and outlined on Exhibit "B" and the Real Property subject to the "T-1 Easement" under Section 4.a(ii) of this Grant of Easement is described in attached Exhibit "C" and outlined on Exhibit "D".

2. Grant of Easement: Grantor hereby grants to Grantee and Grantee accepts from Grantor, the easements as hereinafter described, in the Real Property.

3. Effective Date; Term of Easement: This Grant of Easement shall become effective from and after the date that Grantor executes this Grant of Easement. The date this Grant of Easement becomes effective is herein referred to as "the Effective Date." The term of this Grant of Easement shall be 66 years from December 3, 1992, and may be renewed or extended in writing by Grantor from time-to-time at the sole discretion of Grantor.

4. Description of Easement:

a. Permitted Uses:

(i) Line Easement: The Line Easement granted herein may be used by Grantee and by Grantee's contractors, permittees and licensees only for purposes of the construction, installation, operation, maintenance, repair, and replacement of an electric overhead transmission pole line ("Line").

(ii) T-1 Easement: The T-1 Easement granted herein may be used by Grantor and Grantor's contractors, permittees and licensees only for purposes of the construction, installation, operation, maintenance, repair, and replacement of a T-1 line and associated control facilities (collectively the "T-1 Line").

b. Reservations: Grantor reserves to itself and the right to grant to others in the future nonexclusive easements for access roadways, and utilities in the Marine Terminals area, and reserves for itself all rights necessary to construct said access roadways and utilities.

c. Compliance With Law: Grantee shall not use or permit the Real Property, or any part thereof, to be used in whole or in part for any purpose other than as hereinabove set forth, nor for any use in violation of any present or future laws, ordinances, general rules or regulations at any time applicable thereto of any public or governmental authority, including the Port, relating to filling of or discharges into the water, sanitation or the public health, safety or welfare; provided, that any rules and regulations adopted by the Port are of general application and do not unreasonably discriminate

against Grantee. Grantee hereby expressly agrees at all times during the term of this easement, at its own cost, to maintain and operate the Real Property in a clean, wholesome and sanitary condition. Grantee shall at all times faithfully obey and comply with all laws, rules and regulations applicable thereto adopted by federal, state, local or other governmental bodies or departments or officers thereof and applicable to the Real Property.

Grantee agrees to indemnify the Port and Port officers, employees and agents from and against any penalties or charges and administrative and/or judicial proceedings (including, without limitation, attorneys' fees and legal expenses incurred by the Port in connection with such penalties or charges and proceedings) imposed on or involving the Port for any violation or alleged violation by Grantee, or by Grantee's contractors, licensees or permittees, of any and all laws, ordinances and regulations applicable to use of the Real Property or failure to comply with the provisions of this easement.

This Grant of Easement shall be subject to and shall be deemed to contain all conditions, reservations and restrictions required to be contained herein or made applicable hereto by the laws and statutes of the United States, the State of California, City of Oakland, and any other agency having jurisdiction over said area, and particularly the Statutes of 1911, Chapter 657, under which the Real Property was granted to the City of Oakland, and Grantee's use of the Real Property shall be exercised in a manner consistent with all the terms and conditions of said laws and regulations and the conditions of the trust upon which the Real Property are held by the City of Oakland.

Grantee in accepting this Grant of Easement acknowledges Port's interest in and fee title to the Real Property and agrees never to assail or resist said title or interest.

d. **Indemnity:** Grantee shall indemnify the Grantor (the Port and Port officers, employees and agents) against any loss and damage which shall be caused by the exercise of the rights herein granted, or by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct. Defense counsel retained by Grantee under this Section shall be subject to the Port Attorney's reasonable approval. The obligations of Grantee hereunder arising by reason of any occurrence taking place during the term of this easement shall survive any termination of the easement.

5. Further Rights to Grantee: Grantor further grants to PG&E (following reasonable notice to Grantor and coordination with Grantor and Grantor's tenants) the right from time to time to trim and cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said easement area and to trim and to cut down and clear away any trees on either side of said easement area which now or hereafter, in the reasonable opinion of Grantee following notice to Grantor and reasonable opportunity for Grantor to comment on such action, may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of Grantee's rights hereunder; provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Government, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered, by Grantee.

6. Further Conditions: This easement is granted subject to the following terms and conditions:

a. All work in connection with the location of the Line and the T-1 Line shall be done in accordance with plans previously approved by the Engineering Division, Port of Oakland, 530 Water Street, Oakland, CA 94607.

b. The Grantee shall maintain the easement area, the Line and the T-1 Line in good condition at all times, and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the easement area and the continued operation and maintenance of the Line and the T-1 Line.

c. The Grantee's rights thereunder shall be subject to such reasonable rules and regulations as may be prescribed by the Port to assure that the exercise of such rights will not interfere with tenant activities in the Marine Terminal Area.

d. Upon termination of this easement, the Grantee, at its expense, shall remove, to the extent requested by the Port, improvements installed or constructed hereunder, and shall restore the easement area to same or as good a condition as that which existed prior to the exercise by the Grantee of its rights hereunder. Such restoration shall be done in a manner satisfactory to the Chief Engineer, Port of Oakland following consultation with Grantor and reasonable accommodation to Grantee's suggestions.

e. All or any part of this easement may be terminated upon failure by the Grantee to comply with any of its terms and conditions; upon abandonment of the rights granted herein; or upon non-use of such rights for a period of two

consecutive years following recordation of this easement with the County of Alameda.

f. If the Grantee's use of the easement area hereunder is found at anytime to have caused environmental contamination to the easement area, or lands adjacent thereto, the Grantee will be responsible for correcting the contamination problem caused by Grantee, and will bear the full cost and expense thereof. If environmental contamination is found on the easement area which is attributable to Port use of said easement area, the Port will be responsible for correcting the contamination problem.

g. The Port may use the easement area of this easement for any purpose that does not unreasonably interfere with the use and enjoyment by the Grantee of the rights granted by this easement provided that Port shall not erect or construct any permanent buildings or structures directly under the Line or the T-1 Line and within ten (10) feet to either side of the actual electrical transmission wires.

7. **Successors:** This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year stated below.

GRANTOR

CITY OF OAKLAND, a municipal corporation, acting by and, through its Board of Port Commissioners

Dated: _____

By _____

(Print name)

Its _____

GRANTEE

PACIFIC GAS & ELECTRIC COMPANY,
a California corporation

Dated: _____

By _____

(Print name)

Its _____

By _____

Approved as to form and
legality this ___ day of
2006.

Port Attorney

Port Ordinance No. 3857

EXHIBIT A

Legal Description

A strip of land of the uniform width of 40.0 feet lying 20.0 feet on each side of a line which begins at a point in the northeasterly boundary line of the parcel of land described and designated Parcel "K" in Final Judgment No. 22298-R dated July 23, 1945 and recorded in Book 4765 of Official Records at page 65, Alameda County Records; and runs thence

(1) north 55 23'33" west 7.5 feet, more or less, to a point which bears

(a) north 28 23'48" west 253.2 feet distant from the bound Navy monument accepted as marking the southeasterly terminus of a course in the northeasterly boundary line of said Parcel "K" which course according to the description contained in said Final Judgment No. 22298-R, has a bearing of south 27 36'20" east and a length of 2909.84 feet; thence

(2) north 27 36'20" west 2215.3 feet; thence

(3) north 30 24'20" west 400.0 feet; thence

(4) north 44 52'25" west 59.9 feet; thence

(5) north 54 08'58" west 257.0 feet, more or less, to a point in the southeasterly boundary line of the parcel of land conveyed by Central Pacific Railway Co. to the United States of America by deed dated May 14, 1940 and recorded in Book 3917 of Official Records at page 278, Alameda County Records; thence continuing

(6) north 54 08'58" west 29.0 feet; thence

(7) north 59 01'03" west 801.9 feet, more or less, to a point in the northwesterly boundary line of the parcel of land conveyed in said deed dated May 14, 1940; thence

(8) north 59 01'03" west 251.7 feet; thence

(9) north 00 04'37" west 3.5 feet, more or less, to a point in the northeasterly boundary line of the parcel of land conveyed by the City of Oakland to the United States of America by deed dated May 16, 1940 and recorded in Book 3869 of Official Records at page 386 Alameda County Records; thence continuing

(10) north 00 04'37" west 413.7 feet; thence

(11) north 06 55'22" east 446.5 feet, more or less, to a point in the southerly boundary line of the parcel of land described in Judgement No. 22212-R dated April 5, 1943 and recorded in Book 4357 of Official Records at page 290, Alameda County Records; thence continuing

(12) north 06 55'22" east 27.1 feet; thence

(13) south 25 57'06" east 97.9 feet; thence

(14) north 06 12'28" east 85.3 feet.

Excepting therefrom those portions of said strip lying outside the boundary lines of said parcels of land.

The foregoing description is based on a survey made by Grantee in January, 1992. The bearings used are based on the above described course in the said Final Judgment No. 22298-R.

All as shown on Grantee's print marked "EXHIBIT B", attached hereto and made a part hereof.

EXHIBIT B

Plat

SHEET 2

T. 15. R. 4N. SECTION 33 SE 1/4 N. D. B. & M.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

8X: 5349 O. R. PG: 421

PARCEL 2

EASEMENT GRANT TO CITY OF OAKLAND BY SPFR FOR ROADWAY PURPOSES (O. R. SERIES NO. 90-329815)

MIDDLE HARBOR ROAD

N. 27° 36' 20" W. 2275.3'

CENTERLINE 40.0' STRIP

PROPERTY LINE

(UNITED STATES OF AMERICA FINAL JUDGEMENT DATED JULY 23, 1945 800K 4765 O. R. PAGE 65)

TIE: N. 20° 23' 48" W. 253.2'

(PARCEL "K")

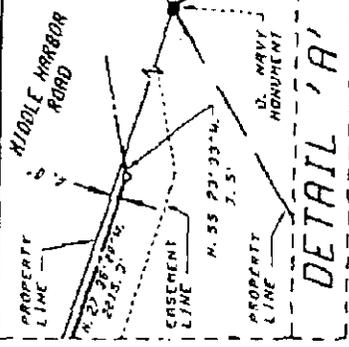
OWNER: CITY OF OAKLAND DEED DATED JUNE 15, 1999 O. R. SERIES NO. 99-222447

PARCEL FIVE

MARITIME 115KV POLE LINE

CITY OF OAKLAND MIDDLE HARBOR ROAD PORT OF OAKLAND PACIFIC GAS AND ELECTRIC COMPANY SAN FRANCISCO, CALIFORNIA

U. S. A. 8X: 3869 O. R. PG: 386



SEE DETAIL 'A'

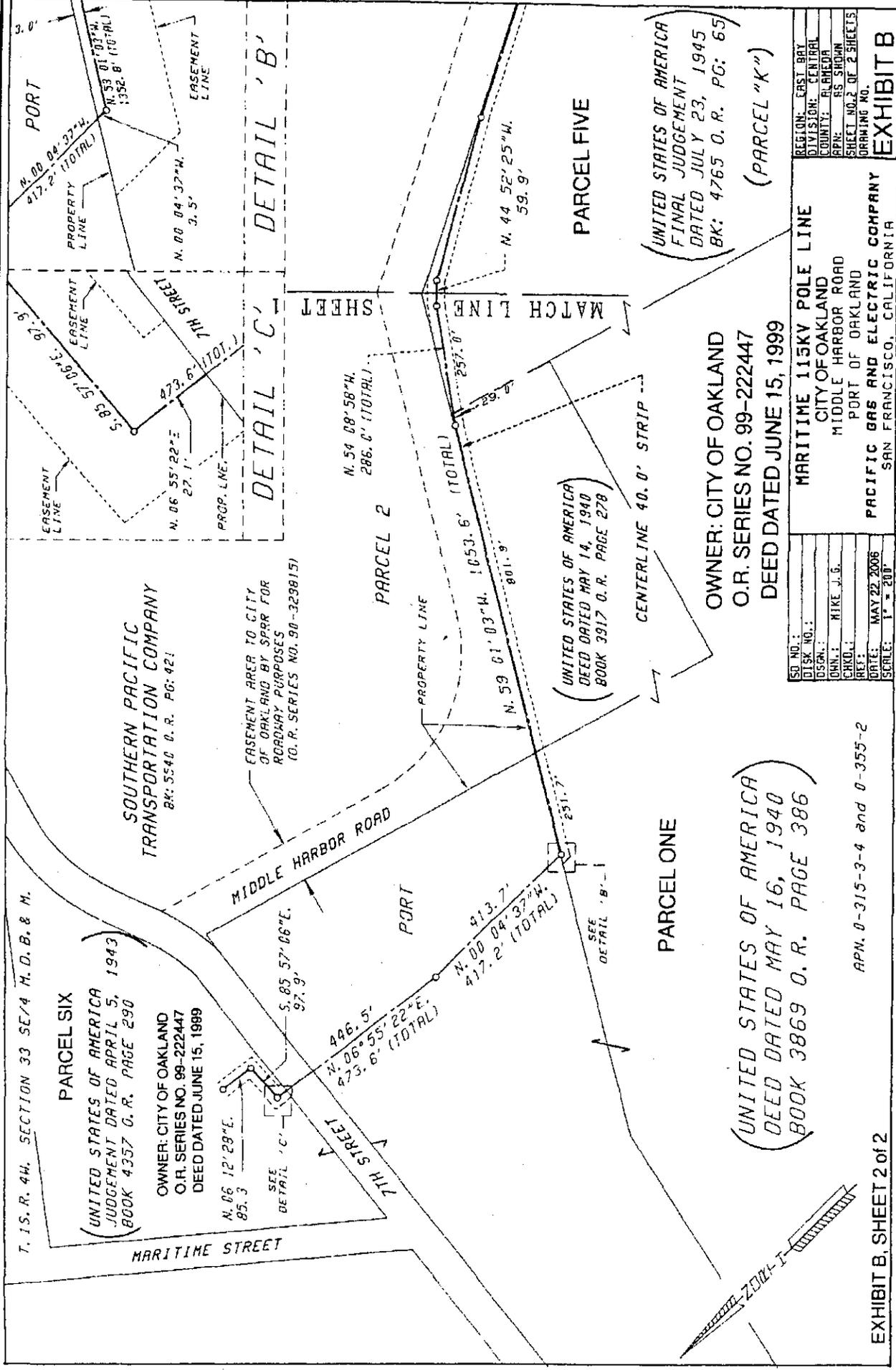
U.S. NAVY DEPT. MONUMENT 3.5" BRASS DISK STAMPED MONUMENT NO. 0-8 12TH NAVAL DISTRICT SAN FRANCISCO, CA

APN. 0-315-3-9 and 0-355-2

SU. NO. 1	
DISK NO. 1	
OWN. 1	
FILED 1	
DATE	
SCALE	

REGION	EAST BAY
DIVISION	CENTRAL
SUBDIVISION	ALPACOR
DATE	AS SHOWN
SHEET NO.	1 OF 2 SHEETS
DRAWING NO.	

EXHIBIT B



SO. NO.:	REGION: EAST BAY
DISK NO.:	DIVISION: GENERAL
DSGN.:	COUNTY: ALAMEDA
DRAWN.:	SPN: AS SURVAN
CHKD.:	SHEET NO. 2 OF 2 SHEETS
DATE:	DRAWING NO.
SCALE: 1" = 200'	

EXHIBIT B

PARCEL ONE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWO
 (UNITED STATES OF AMERICA
 DEED DATED MAY 14, 1940
 BOOK 3917 O. R. PAGE 278)

PARCEL THREE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 14, 1940
 BOOK 3917 O. R. PAGE 278)

PARCEL FOUR
 (UNITED STATES OF AMERICA
 DEED DATED MAY 14, 1940
 BOOK 3917 O. R. PAGE 278)

PARCEL FIVE
 (UNITED STATES OF AMERICA
 FINAL JUDGEMENT
 DATED JULY 23, 1945
 BK: 4765 O. R. PG: 65)
 (PARCEL "K")

PARCEL SIX
 T. 15. R. 4H. SECTION 33 SE/4 M. D. B. & M.
 (UNITED STATES OF AMERICA
 JUDGEMENT DATED APRIL 5, 1943
 BOOK 4357 O. R. PAGE 290
 OWNER: CITY OF OAKLAND
 O. R. SERIES NO. 99-222447
 DEED DATED JUNE 15, 1989)

PARCEL SEVEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL EIGHT
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL NINE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL ELEVEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWELVE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTEEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FOURTEEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FIFTEEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL SIXTEEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL SEVENTEEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL EIGHTEEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL NINETEEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWENTY
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWENTY ONE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWENTY TWO
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWENTY THREE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWENTY FOUR
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWENTY FIVE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWENTY SIX
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWENTY SEVEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWENTY EIGHT
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL TWENTY NINE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTY
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTY ONE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTY TWO
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTY THREE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTY FOUR
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTY FIVE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTY SIX
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTY SEVEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTY EIGHT
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL THIRTY NINE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FORTY
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FORTY ONE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FORTY TWO
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FORTY THREE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FORTY FOUR
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FORTY FIVE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FORTY SIX
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FORTY SEVEN
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FORTY EIGHT
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FORTY NINE
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

PARCEL FIFTY
 (UNITED STATES OF AMERICA
 DEED DATED MAY 16, 1940
 BOOK 3869 O. R. PAGE 386)
 APN. 0-315-3-4 and 0-355-2

EXHIBIT C

**Legal Description of Location of T-1 Line
and Associated Control Facilities**

1. A strip of land of the uniform width of 15.0 feet, lying 7.5 feet on each side of a line which begins at a point within the parcel of land described and designated PARCEL SIX in the quitclaim deed from the United States of America to the City of Oakland dated June 15, 1999, as Official Records Series No. 99-222447, Alameda County Records, which point bears north $29^{\circ}13'48''$ west 4845.3 feet distant from the found Navy monument accepted as marking the southeasterly terminus of a course in the northeasterly boundary line of the parcel of land described and designated Parcel "K" in Final Judgment No. 22298-R dated July 23, 1945 and recorded in Book 4765 of Official Records at page 65, Alameda County Records, which course according to the description contained in said Final Judgment No. 22298-R, has a bearing of south $27^{\circ}36'20''$ east and a length of 2909.84 feet; and running thence

1. south $83^{\circ}48'$ east 37.8 feet; thence

2. north $04^{\circ}56'$ east 7.5 feet, to a point herein and for convenience called Point "A"; thence

3. south $84^{\circ}25'$ east 62.8 feet, to a point herein and for convenience called Point "B"; thence

4. south $05^{\circ}29'$ west 39.8 feet to the point of terminus of the strip of land herein described.

2. A strip of land of the uniform width of 15.0 feet, lying 7.5 feet on each side of a line which begins at said Point "A", and running thence

(1) north $04^{\circ}56'$ east, 22.5 feet to the point of terminus of the strip of land herein described.

3. A strip of land of the uniform width of 15.0 feet, lying 7.5 feet on each side of a line which begins at said Point "B", and running thence

(1) north $41^{\circ}32'$ east, 19.7 feet to the point of terminus of the strip of land herein described.

The foregoing description is based on a survey made by PG&E in July, 2005. The bearings used are based on the above described course in said Final Judgment No. 22298-R.

EXHIBIT D

Plat of Property Showing Location of T-1 Line
and Associated Control Facilities

EXHIBIT Y-2

Port's Easement to PG&E for Service to Schnitzer

EXHIBIT Y-2

Port's Easement to PG&E for Service to Schnitzer

POLE LINE TRANSMISSION
62-6675 (REV. 7-02)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____

Document Transfer Tax \$ _____

- o Computed on Full Value of Property Conveyed, or
- o Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD

EASEMENT DEED

Maritime 115kv Pole Line Schnitzer Steel Tap

CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners, hereinafter called Grantor, in consideration of value paid by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, hereinafter called PG&E, the receipt whereof is hereby acknowledged, hereby grants to PG&E the right to erect, construct, reconstruct, replace, remove, maintain and use a of pole (herein referred to and identified on attached Drawing No. 30312798 as the "New Pole") with such wires and cables as PG&E shall from time to time suspend therefrom for the transmission of electric energy, and for communication purposes directly related to such transmission of electric energy, and all necessary and proper crossarms, guys, anchors and other appliances and fixtures for use in connection with the New Pole, wires and cables, together with a right of way, on, along and in all of the hereinafter described easement area lying within Grantor's lands which are situate in the City of Oakland, County of Alameda, State of California, and are described as follows:

(APN 0000-0395-009, 010-2 and 011)

The parcel of land described and designated **PARCEL 9** in the deed from Union Pacific Railroad Company to the city

of Oakland dated December 22, 1998, as Official Records Series No. 98-452325, Alameda county Records.

The aforesaid easement area is described as follows:

1. A strip of land (herein referred to as "Parcel A") of the uniform width of 17.0 feet, extending the northeasterly terminus of a course, which course has a bearing of north $73^{\circ}33'07''$ east and a distance of 165.3 feet in the grant of easement from Union Pacific Railroad Company to PG&E, dated December 11, 1992 and recorded as Official Records Series No. 93-093884, Alameda County Records, easterly to the easterly boundary line of the parcel of land described and designated PARCEL 9 in the deed from Union Pacific Railroad Company to the City of Oakland dated December 22, 1998, as Official Records Series No. 98-452325, Alameda County Records, and lying 7.0 feet on the northerly side and 10.0 feet on the southerly side of a line described as follows:

Beginning at said northeasterly terminus, and running thence

(1) south $72^{\circ}13'$ east, approximately 265.19 feet to a point herein for convenience called Point "A", which point bears south $52^{\circ}22'$ east 398.76 feet distant from the found standard City of Oakland monument 34.00 feet easterly of the centerline of Adeline Street and on the northerly right of way line of First Street, as said monument is shown upon the Record of Survey filed for record August 5, 1969 in Book 7 of Record of Surveys at page 66, Alameda County Records; thence

(2) south $76^{\circ}00'$ east 243.58 feet, more or less, to a point in the easterly boundary line of said Parcel 9.

2. A strip of land (herein referred to as "Parcel B") of the uniform width of 17.0 feet, extending from the southerly boundary line of the strip of land hereinbefore described and designated 1, southeasterly to the southerly boundary line of said Parcel 9, and lying 7.0 feet on the northeasterly side and 10.0 feet on the southwesterly side of a line described as follows:

Commencing at said Point "A" and running

(1) south $31^{\circ}09'$ east 14.18 feet, more or less, to a point in the southerly boundary line of said strip of land hereinbefore described and designated 1, being the TRUE POINT OF BEGINNING of said line; thence continuing

(2) south 31°09' east 61.16 feet, more or less, to a point in the southerly boundary line of said Parcel 9.

The foregoing description is based on a survey made by PG&E in April, 2004. The bearings used are based on said Record of Survey filed August 5, 1969. Parcel 9 is shown on the attached right of way map.

Grantor further grants to PG&E:

(a) The right of ingress to and egress from said easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said lands, and provided further, that, to the extent such ingress or egress may be over any marine terminal facility, such right of ingress and egress shall be subject to PG&E's compliance with such marine terminal facility security requirements as may be applicable from time to time to such marine terminal facility adjacent to said easement area;

(b) The right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said easement area and to trim and to cut down and clear away any trees on either side of said easement area which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be lawfully burned, removed, or chipped and scattered, by PG&E;

(c) The right from time to time to enlarge, improve, reconstruct, relocate and replace the New Pole constructed hereunder with any other type of pole in the original location shown on attached Drawing No. 30312799;

(d) The right to install, maintain and use gates in all fences which now cross or shall hereafter cross said easement area, provided that PG&E shall first obtain all necessary governmental permits, including a building permit from Grantor, prior to installing any gate or making any alterations to any fence or other structure, and shall comply with such marine terminal facility security requirements as may be applicable from time to time to use of any such gates; and

(e) The right to mark the location of said easement area by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said easement area.

PG&E hereby covenants and agrees:

(a) Not to fence said easement area;

(b) To repair any damage it shall do to Grantor's roads, lanes or other property; and

(c) To indemnify Grantor against any loss, damage, cost, expense or third party claim which is caused by any wrongful or negligent act or omission of PG&E or of its contractors, agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss, damage, cost, expense or claim that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said easement area for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that, and except as may be appropriate for investigation or remediation of environmental contamination, Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground cover in said easement area, or, except as may be appropriate for providing for security of adjacent marine terminal facilities, construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to PG&E the right to allow the conductors of PG&E's said electric transmission lines to swing over the strip of land, but in no event closer than 40 feet above the present surface of the ground of such land, situate in the City of Oakland, County of Alameda, State of California, described as follows:

1. A strip of land of the uniform width of 40.0 feet, extending from a line which has a bearing of south 16°26'53" east, and passes through the northeasterly terminus of a course, which course has a bearing of north 73°33'07" east and a distance of 165.3 feet in the grant of easement from Union Pacific Railroad Company to PG&EI dated December 11, 1992 and recorded as Official Records Series No. 93-093884, Alameda County Records, easterly to the easterly boundary line of said Parcel 9, and lying 20.0 feet on each side of a line described as follows:

Beginning at said northeasterly terminus, and running thence

(1) south 72°13' east, approximately 265 feet to a point herein for convenience called Point "A", which point bears south 52°22' east 398.76 feet distant from the found standard City of Oakland monument 34.00 feet easterly of the centerline of Adeline Street and on the northerly right of way line of First Street, as said monument is shown upon the Record of Survey filed for record August 5, 1969 in Book 7 of Record of Surveys at page 66, Alameda County Records; thence

(2) south 76°00' east 243.58 feet, more or less, to a point in the easterly boundary line of said Parcel 9.

2. A strip of land of the uniform width of 40.0 feet, extending from the southerly boundary line of the strip of land hereinbefore described and designated 1, southeasterly to the southerly boundary line of said Parcel 9, and lying 20.0 feet on each side of a line described as follows:

Commencing at said Point "A" and running

(a) south 31. °09' east 10.00 feet, more or less, to a point in the southerly boundary line of said strip of land hereinbefore described and designated 1, being the TRUE POINT OF BEGINNING of said line; thence continuing

(1) south 31°09' east 65.34 feet, more or less, to a point in the southerly boundary line of said Parcel 9.

The cross-section of said 17.0 foot strip and said 40.0 foot strip is shown upon of PG&E's drawing marked EXHIBIT "A" attached hereto and made a part hereof.

Grantor shall have the right to use said 40.0 foot strip for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted, provided that Grantor shall not erect or construct any building or other structure or make any additions or attachments to tops of existing buildings or other structures within said 40.0 foot strip which will be higher than 30.0 feet above the present surface of the ground.

This Easement Deed shall terminate, with respect to a portion of or all of the easement area, as follows:

(1) Grantor and Schnitzer Steel Industries, Inc. ("Schnitzer") have entered into that certain agreement dated as of July 5, 2005 and entitled "Agreement Between Port of Oakland and Schnitzer Steel Industries, Inc. Regarding Pacific Gas and Electric Line Connection Improvements" ("Port-Schnitzer POON Line Agreement"). PG&E hereby

acknowledges its receipt of a copy of the Port-Schnitzer POON Line Agreement. Under Section 13 of the Port-Schnitzer POON Line Agreement, Grantor reserves the right to terminate this Easement Deed in the event that Schnitzer, or an Approved Assignee (as defined in said Section 13), fails, within 60 days notice from Grantor to Schnitzer, or Schnitzer's Approved Assignee, to demonstrate a tangible net worth in an amount at least as specified in said Section 13, or to provide an irrevocable letter of credit in favor of the Port in the minimum amount specified in said Section 13, the Port may terminate this Easement Deed. In the event that Grantor gives written notice to PG&E that Grantor is entitled under Section 13 of the Port-Schnitzer POON Line Agreement to terminate this Easement Deed, Grantor and PG&E agree at the reasonable request of the other to meet and confer during the 30 days after Grantor gives such written notice to PG&E regarding the Port's termination right. Unless Grantor and PG&E otherwise mutually agree in writing, upon expiration of said 30-day period this easement with respect to Parcel B shall be deemed terminated.

(2) This Easement Deed shall terminate with respect to Parcel B at the written election of Grantor in the event that PG&E ceases providing electric service downstream of Parcel B, from the facilities PG&E installs under this Easement Deed within Parcel B, for a continuous period in excess of 12 months and (a) such 12 months occur more than 10 years after the date that Grantor signs this Easement Deed, or (b) Grantor determines that there is no foreseeable use of such facilities within Parcel B.

(3) This Easement Deed shall terminate with respect to all of the easement area in the event that that certain "Agreement for Installation and Allocation of Special Facilities", signed on behalf of the United States Government, Department of the Navy, on December 17, 1991, signed on behalf of Grantor on December 18, 1991, and signed on behalf of PG&E on December 19, 1991, and approved by the California Public Utilities Commission on March 11, 1992, and as said Agreement may be amended from time to time ("POON Agreement"), shall be terminated by PG&E with respect to Grantor, or shall terminate as to all parties to said Agreement.

(4) This Easement Deed shall terminate with respect to all of the easement area in the event of the termination of any other easement granted by Grantor to PG&E for the 115 kv electric line and related facilities PG&E installed in Parcel A.

In the event that this Easement Deed terminates as provided in the immediately preceding paragraphs (1), (2), (3) or (4) with respect to a portion or all of the easement area, PG&E, at no cost or expense to Grantor, within 90 days after termination, shall (i) deliver to Grantor a recordable quitclaim deed, duly executed and acknowledged by PG&E, by which PG&E quitclaims to Grantor all of PG&E's right, title and interest to the easement area involved under this Easement Deed,

and (ii) remove and lawfully dispose of off Grantor's property all of PG&E improvements and other personal property located within said easement area, and if PG&E fails to remove such improvements and personal property Grantor may remove the same at the cost of PG&E.

Separate and apart from Grantor's said reserved right to terminate this Easement Deed as provided above, Grantor also reserves the right, subject to the terms and conditions set forth below in this paragraph, to require PG&E to relocate facilities of PG&E installed pursuant to this easement and to remove and lawfully dispose of off Grantor's property (except to the extent relocated to the relocation easement area provided by Grantor) all of PG&E's improvements and other personal property located within the portion of the easement area from which PG&E is required to relocate. Such terms and conditions are the following:

(a) Grantor shall determine, in good faith, by duly adopted resolution or ordinance of the Board of Port Commissioners, that relocation of such facilities is necessary or appropriate for State public trust purposes within the jurisdiction of said Board;

(b) Grantor must give PG&E ninety days' written notice requiring such relocation and clearly describing the relocation;

(c) The proposed relocation must be feasible from an engineering and operating standpoint;

(d) All costs associated with the relocation shall be the sole responsibility of PG&E, and shall not be charged in whole or in part to any of the Applicants identified in the POON Agreement, under the provisions of the POON Agreement or otherwise, and the requirement that PG&E relocate shall not require or entitle any party to the POON Agreement to terminate the POON Agreement. PG&E shall complete the relocation within 90 days after Grantor delivers the grant of easement to PG&E provided below in paragraph (e).

(e) Grantor must deliver to PG&E, prior to commencement of any such relocation work, a good and sufficient grant of easement for the construction, installation, maintenance and operation of PG&E's facilities in the new location on substantially the same terms and conditions as this Grant of Easement, and promptly after completion of the relocation, but in no event more than 90 days after Grantor delivers the grant of easement to PG&E, PG&E shall deliver to Grantor a recordable quitclaim deed, duly executed and acknowledged by PG&E, by which PG&E quitclaims to Grantor all of PG&E's right, title and interest in the easement area from which the relocation has occurred or is to occur; and

This Easement Deed shall be effective only after it is signed on behalf of both Grantor and PG&E and is recorded.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

CITY OF OAKLAND, a municipal Corporation, acting by and through its Board of Port Commissioners

Dated _____, 2006

By _____
Jerry A. Bridges
Executive Director

PACIFIC GAS AND ELECTRIC COMPANY,

Dated _____, 2006

By _____

(Print Name and Title)

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, the undersigned, a Notary
Public for said State, personally appeared _____

[] personally known to me

-OR-

[] proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, the undersigned, a Notary
Public for said State, personally appeared _____

[] personally known to me

-OR-

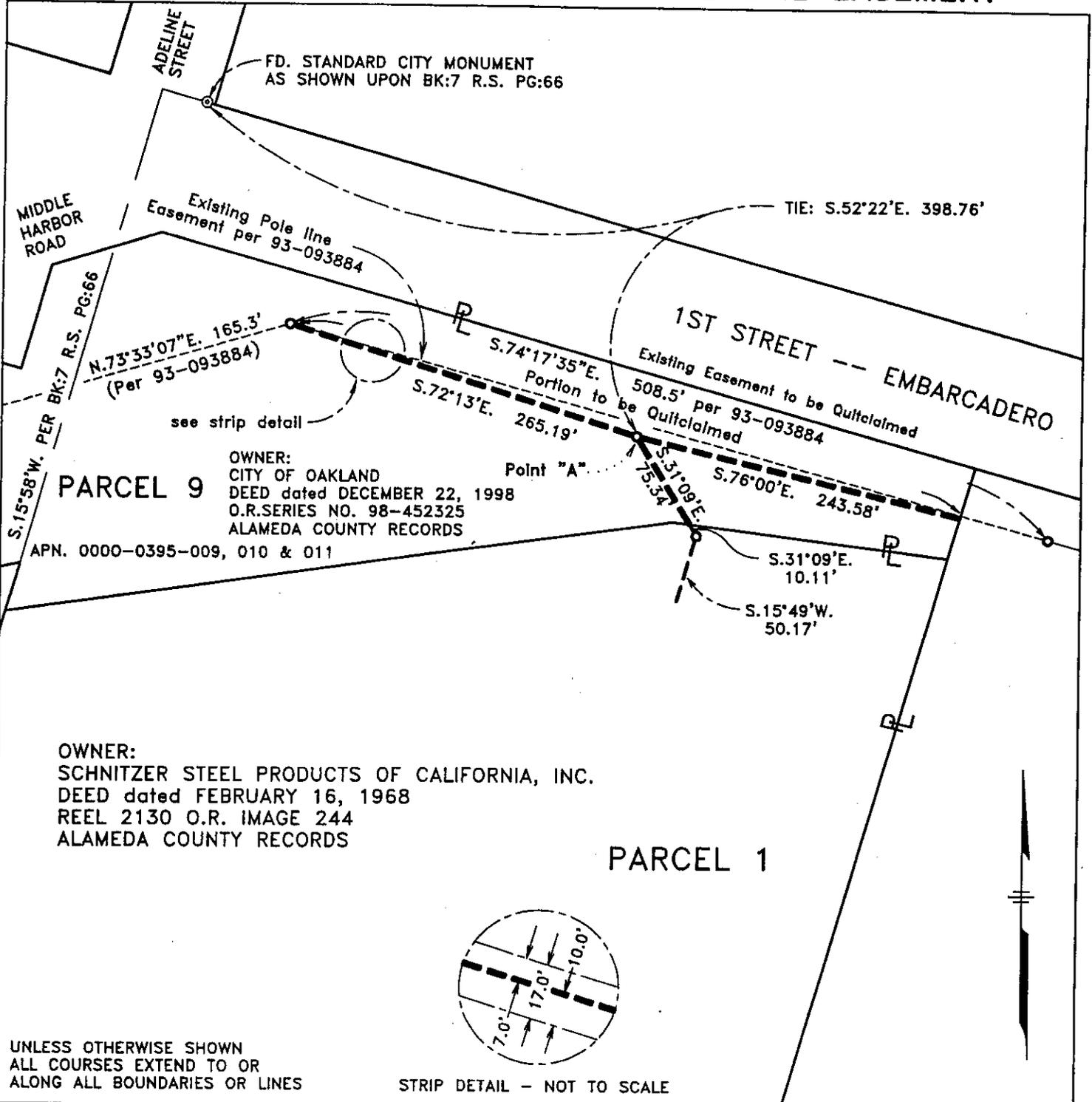
[] proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Drawing No. 30312798 (New Pole)

ELECTRIC TRANSMISSION POLE LINE EASEMENT



CITY,RANCHO,SUBDIVISION,ETC. SCHNITZER STEEL TAP, PORT OF OAKLAND				SCALE 1"=100'	DATE 5-18-2004
SECTION 34	TOWNSHIP 1 S.	RANGE 4 W.	MERIDIAN MDB&M		
SOUTH HALF OF SECTION 34					
CHG	DATE	DESCRIPTION	AUTH	BY	CH
			DR.BY: MJG6 CH.BY: JBO1		
REFERENCES 5505578			PG&E	ALAMEDA COUNTY	30312798 P.M. #
			30312798 DRAWING NO.		CHG.

EXHIBIT Z-1

PG&E'S QUITCLAIM DEED TO PORT RE UPRR EASEMENT

PORT OF OAKLAND - OFFICIAL BUSINESS
DOCUMENT REQUIRED TO BE RECORDED UNDER GOVERNMENT
CODE SECTION 37393, AND ENTITLED TO FREE
RECORDATION UNDER GOVERNMENT CODE SECTION 27383

RECORDED ON BEHALF OF AND
WHEN RECORDED RETURN TO:

David L. Alexander
Port Attorney
Port of Oakland
530 Water Street, 4th Fl.
Oakland, CA 94607

(SPACE ABOVE FOR RECORDER'S USE ONLY)

(0000-0395-009, 010-2 & 011)

QUITCLAIM EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to the CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners, or its respective successors in interest, in severalty and upon the same tenure as their respective interests appear of record, the real property, situate in the City of Oakland, County of Alameda, State of California, described as follows:

That portion of the rights granted by Union Pacific Railroad Company to PG&E in the deed dated December 11, 1992 and recorded as Official Records Series No.93-093884, Alameda County Records, that has a bearing of South 74°17'35" East and a distance of 508.5 feet, said portion also being the most easterly 508.5 feet of said easement. (LD#2301-04-1168)

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 2006.

**PACIFIC GAS AND ELECTRIC
COMPANY**

By

Tammie Candelario
Director
Technical Services

EXHIBIT Z-2

PG&E'S QUITCLAIM DEED TO PORT RE NAVY'S FISCO EASEMENT

PORT OF OAKLAND - OFFICIAL BUSINESS
DOCUMENT REQUIRED TO BE RECORDED UNDER GOVERNMENT
CODE SECTION 37393, AND ENTITLED TO FREE RECORDATION
UNDER GOVERNMENT CODE SECTION 27383

RECORDED ON BEHALF OF AND
WHEN RECORDED RETURN TO:

David L. Alexander
Port Attorney
Port of Oakland
530 Water Street, 4th Fl.
Oakland, CA 94607

(SPACE ABOVE FOR RECORDER'S USE ONLY)

(0000-355-002-1 and 002-4)

QUITCLAIM EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called **PG&E**, hereby quitclaims to the **CITY OF OAKLAND**, a municipal corporation, acting by and through its Board of Port Commissioners, or its respective successors in interest, in severalty and upon the same tenure as their respective interests appear of record, the real property, situate in the City of Oakland, County of Alameda, State of California, described as follows:

All of the rights granted by the United States of America to PG&E in the Grant of Non-Exclusive Easement dated September 8, 1992 and recorded as Official Records Series No.93-093885, Alameda County Records. (LD#2301-04-1167)

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 2006.

**PACIFIC GAS AND ELECTRIC
COMPANY**

By _____

Tammie Candelario
Director
Technical Services

EXHIBIT Z-3

PG&E'S QUITCLAIM DEED TO PORT
RE NAVY'S FISCO EASEMENT FOR SERVICE TO EBMUD

PORT OF OAKLAND - OFFICIAL BUSINESS
DOCUMENT REQUIRED TO BE RECORDED UNDER GOVERNMENT
CODE SECTION 37393, AND ENTITLED TO FREE RECORDATION
UNDER GOVERNMENT CODE SECTION 27383

RECORDED ON BEHALF OF AND
WHEN RECORDED RETURN TO:

David L. Alexander
Port Attorney
Port of Oakland
530 Water Street, 4th Fl.
Oakland, CA 94607

(SPACE ABOVE FOR RECORDER'S USE ONLY)

(0000-0315-003-4 and 003-8)

QUITCLAIM EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called **PG&E**, hereby quitclaims to the **CITY OF OAKLAND**, a municipal corporation, acting by and through its Board of Port Commissioners, or its respective successors in interest, in severalty and upon the same tenure as their respective interests appear of record, the real property, situate in the City of Oakland, County of Alameda, State of California, described as follows:

All of the rights granted by the United States of America to PG&E in the Grant of Non-Exclusive Easement dated January 31, 1996 and recorded as Official Records Series No.96-038774, Alameda County Records.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 2006.

**PACIFIC GAS AND ELECTRIC
COMPANY**

By

Tammie Candelario
Director
Technical Services

EXHIBIT Z-4

PG&E'S QUITCLAIM DEED TO PORT RE
ARMY'S EASEMENT FOR SERVICE TO EBMUD

PORT OF OAKLAND - OFFICIAL BUSINESS
DOCUMENT REQUIRED TO BE RECORDED UNDER GOVERNMENT
CODE SECTION 37393, AND ENTITLED TO FREE RECORDATION
UNDER GOVERNMENT CODE SECTION 27383

RECORDED ON BEHALF OF AND
WHEN RECORDED RETURN TO:

David L. Alexander
Port Attorney
Port of Oakland
530 Water Street, 4th Fl.
Oakland, CA 94607

(SPACE ABOVE FOR RECORDER'S USE ONLY)

(0000-0305-003-12, 0000-310-002-6 and 0000-0315-001-1 and 002-6)

QUITCLAIM EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to the CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners, or its respective successors in interest, in severalty and upon the same tenure as their respective interests appear of record, the real property, situate in the City of Oakland, County of Alameda, State of California, described as follows:

The rights granted by the United States of America to PG&E in the Department of the Army Easement For Electric Power Or Communication Facility Located On Oakland Army Base, California dated July 13, 1995, and recorded as Official Records Series No.96-066993, Alameda County Records.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 2006.

**PACIFIC GAS AND ELECTRIC
COMPANY**

By _____

Tammie Candelario
Director
Technical Services

PG&E's Quitclaim Deed to Port re
Army's Easement for Service to EBMUD
99217

Exhibit Z-4

EXHIBIT Z-5

PG&E'S QUITCLAIM DEED TO PORT
RE SPRR EASEMENT FOR SERVICE TO EBMUD

PORT OF OAKLAND - OFFICIAL BUSINESS
DOCUMENT REQUIRED TO BE RECORDED UNDER GOVERNMENT
CODE SECTION 37393, AND ENTITLED TO FREE RECORDATION
UNDER GOVERNMENT CODE SECTION 27383

RECORDED ON BEHALF OF AND
WHEN RECORDED RETURN TO:

David L. Alexander
Port Attorney
Port of Oakland
530 Water Street, 4th Fl.
Oakland, CA 94607

(SPACE ABOVE FOR RECORDER'S USE ONLY)

(0000-0305-007-2 and 0000-0315-002-6)

QUITCLAIM EASEMENT

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby quitclaims to CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners, or its respective successors in interest, in severalty and upon the same tenure as their respective interests appear of record, the real property, situate in the City of Oakland, County of Alameda, State of California, described as follows:

All of the rights granted by Southern Pacific Transportation Company to PG&E in the Grant of Electrical Overhang And Anchor Easement dated October 16, 1995 and recorded as Official Records Series No.96-038772, Alameda County Records.

The real property hereby quitclaimed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 2006.

PACIFIC GAS AND ELECTRIC
COMPANY

By

Tammie Candelario
Director
Technical Services

**PG&E Gas and Electric Advice
Filing List
General Order 96-A, Section III(G)**

ABAG Power Pool
Accent Energy
Aglet Consumer Alliance
Agnews Developmental Center
Ahmed, Ali
Alcantar & Elsesser
Ancillary Services Coalition
Anderson Donovan & Poole P.C.
Applied Power Technologies
APS Energy Services Co Inc
Arter & Hadden LLP
Avista Corp
Barkovich & Yap, Inc.
BART
Bartle Wells Associates
Blue Ridge Gas
Bohannon Development Co
BP Energy Company
Braun & Associates
C & H Sugar Co.
CA Bldg Industry Association
CA Cotton Ginners & Growers Assoc.
CA League of Food Processors
CA Water Service Group
California Energy Commission
California Farm Bureau Federation
California Gas Acquisition Svcs
California ISO
Calpine
Calpine Corp
Calpine Gilroy Cogen
Cambridge Energy Research Assoc
Cameron McKenna
Cardinal Cogen
Cellnet Data Systems
Chevron Texaco
Chevron USA Production Co.
Childress, David A.
City of Glendale
City of Healdsburg
City of Palo Alto
City of Redding
CLECA Law Office
Commerce Energy
Constellation New Energy
CPUC
Cross Border Inc
Crossborder Inc
CSC Energy Services
Davis, Wright, Tremaine LLP
Defense Fuel Support Center
Department of the Army
Department of Water & Power City
DGS Natural Gas Services
Douglass & Liddell
Downey, Brand, Seymour & Rohwer
Duke Energy
Duke Energy North America
Duncan, Virgil E.
Dutcher, John
Dynergy Inc.
Ellison Schneider
Energy Law Group LLP
Energy Management Services, LLC
Enron Energy Services
Exelon Energy Ohio, Inc
Exeter Associates
Foster Farms
Foster, Wheeler, Martinez
Franciscan Mobilehome
Future Resources Associates, Inc
G. A. Krause & Assoc
Gas Transmission Northwest Corporation
GLJ Energy Publications
Goodin, MacBride, Squeri, Schlotz &
Hanna & Morton
Heeg, Peggy A.
Hitachi Global Storage Technologies
Hogan Manufacturing, Inc
House, Lon
Imperial Irrigation District
Integrated Utility Consulting Group
International Power Technology
Interstate Gas Services, Inc.
IUCG/Sunshine Design LLC
JTM, Inc
Kaiser Cement Corp
Luce, Forward, Hamilton & Scripps
Manatt, Phelps & Phillips
Marcus, David
Masonite Corporation
Matthew V. Brady & Associates
Maynor, Donald H.
McKenzie & Assoc
McKenzie & Associates
Meek, Daniel W.
Mirant California, LLC
Modesto Irrigation Dist
Morrison & Foerster
Morse Richard Weisenmiller & Assoc.
Navigant Consulting
New United Motor Mfg, Inc
Norris & Wong Associates
North Coast Solar Resources
Northern California Power Agency
Office of Energy Assessments
OnGrid Solar
Palo Alto Muni Utilities
PG&E National Energy Group
Pinnacle CNG Company
Plurimi, Inc.
PPL EnergyPlus, LLC
Praxair, Inc.
Price, Roy
Product Development Dept
R. M. Hairston & Company
R. W. Beck & Associates
Recon Research
Regional Cogeneration Service
RMC Lonestar
Sacramento Municipal Utility District
SCD Energy Solutions
Seattle City Light
Sempra
Sempra Energy
Sequoia Union HS Dist
SESCO
Sierra Pacific Power Company
Silicon Valley Power
Smurfit Stone Container Corp
Southern California Edison
SPURR
St. Paul Assoc
Stanford University
Sutherland, Asbill & Brennan
Tabors Caramanis & Associates
Tansev and Associates
Tecogen, Inc
TFS Energy
Transcanada
Turlock Irrigation District
U S Borax, Inc
United Cogen Inc.
URM Groups
Utility Cost Management LLC
Utility Resource Network
Wellhead Electric Company
Western Hub Properties, LLC
White & Case
WMA